

David L. Mazaroli
 Attorney for Plaintiff
 11 Park Place – Suite 1214
 New York, NY 10007-2801
 Tel. (212)267-8480
 Fax. (212)732-7352
e-mail: dlm@mazarolilaw.com

-----X
 UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF NEW YORK
 -----X

-----X
 MANNHEIMER VERSICHERUNG A.G. :
 a/s/o Vallourec & Mannesmann Tubes Corp. :

Plaintiff,

- against -

BBC CHARTERING & LOGISTIC GMBH
 & CO. KG; QUEST CARGO INC.;
in personam; M/V “BBC CHILE”, M/V
 “BBC BELUGA REVOLUTION”, M/V
 “BBC ECUADOR”, their engines, tackles,
 boilers, etc., *in rem*.

Defendants.

: ECF CASE
 : 10 Civ. 3722 (DAB)
 : **COMPLAINT**

-----X
 Plaintiff, through its undersigned attorney, alleges as follows for its complaint
 against defendants

1. This action involves admiralty and maritime claims within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure, including claims arising under federal law. The Court has admiralty and maritime subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1333. There is also pendent, ancillary and supplemental jurisdiction as to certain aspects of the claims in suit. Plaintiff seeks recovery for cargo damage and loss caused by defendants' breaches of contract and torts.

2. Plaintiff Mannheimer Versicherung A.G. (“Mannheimer”), is a corporation organized under the laws of the Federal Republic of Germany and sues herein as the

subrogated insurer of the cargoes in suit, having paid the insurance claims of Vallourec & Mannesmann Tubes Corp. (“V&M”) who was at all material times the consignee, purchaser and owner of the cargoes in suit.

3. Defendant BBC Chartering & Logistic GmbH & Co. KG (“BBC”) is believed to be a German corporation doing business as an owner and operator of vessels for the carriage of cargo by sea and the provision of services related thereto. Upon information and belief BBC conducts such business activities with respect to shipments to and/or from the Port of New York and other ports in the United States as a whole. In addition BBC has commenced civil actions in this district related to such cargo carriage business activities. As the charterer and/or operator of the captioned vessels during the voyages in suit, BBC was at all material times a common carrier with respect to the subject cargoes.

4. Defendant Quest Cargo, Inc. (“Quest”) is believed to be a corporation organized under the laws of one of the fifty states doing business as a common carrier of goods by sea, as well as other modes of transport, and the provision of services related thereto. Upon information and belief Quest conducts such business activities with respect to shipments to and from the Port of New York and other ports in the United States as a whole. Having issued bills of lading for the shipments in suit, Quest was at all material times a common carrier with respect to the subject cargoes.

5. This Court has personal jurisdiction over said defendants based on their business activities and contacts in and with the State of New York and/or based on their contacts and business activities with the United States as a whole pursuant to Rule 4(k) (2) of the Federal Rules of Civil Procedure.

6. The captioned vessels are now or will be during the pendency of this action within the jurisdiction of this Court or are otherwise subject to jurisdiction pursuant to Rule 4(k) (2) Federal Rules of Civil Procedure, and were at all material times owned, chartered, hired, managed or otherwise operated by the *in personam* defendants.

7. This action involves damage and loss to shipments of steel products, including seamless steel casings and tubings, which are described more fully in the annexed Schedules A, B, and C, which are incorporated herein by reference.

8. As the aforementioned shipments were carried from a port in Brazil to a port in the United States defendants had specified nondelegable duties relating to cargo care under the United States Carriage of Goods by Sea Act¹, including but not limited to the duty to tender a seaworthy carrying vessel and the duty to properly, load, stow, carry, protect, discharge and deliver each shipment.

9. When the shipments were delivered to Quest and BBC and the carrying vessels at the port of loading the steel products were in good order and condition insofar as is relevant to this action.

10. When the respective vessels arrived at the port of discharge there was evidence of loss and damage to certain cargo in each shipment, including physical damage.

11. Each shipment was inspected in stow and thereafter by a surveyor who memorialized the damage in photographs and written reports, copies of which have been provided to Quest and BBC.

12. Certain damage, particularly with respect to some items in the Schedule A shipment, occurred during the course of discharge and delivery by stevedores acting for and on behalf of BBC and Quest.

13. The aforementioned damage and loss to the subject shipments was caused by the unseaworthiness of the carrying vessels as well as the breach by Quest and BBC of their nondelegable duties to properly load, stow, carry, discharge, deliver and care for the subject cargo, and the negligence of Quest and/or BBC in failing to properly load, stow, carry, discharge, deliver and care for said cargo.

¹ Reprinted in note following 46 U.S.C. § 30701

14. The loss and damage sustained to each shipment rendered the affected steel products unfit for intended sale, distribution and usage without repair and reconditioning work, the expense of which was duly incurred by plaintiff's subrogor.

15. As a result of the foregoing, plaintiff and those on whose behalf it sues, has sustained damages in the amount of \$18,939.43 for which defendants are jointly and severally liable as common carriers, bailees and/or warehousemen for hire.

16. Plaintiff sues on its own behalf and as agent and trustee for and on behalf of anyone else who may now have or hereafter acquire an interest in this action.

WHEREFORE, plaintiff demands judgment against defendants jointly and severally in the amount of \$18,939.43 together with interest at the rate of 9% per annum and the costs of this action and prays that this Honorable Court issue its process against the captioned vessels in rem.

Dated: New York, New York
May 5, 2010

Law Offices
DAVID L. MAZAROLI

s/David L. Mazaroli

David L. Mazaroli
Attorney for Plaintiff
1 Park Place - Suite 1214
New York, New York 10007
Tel.: (212)267-8480
Fax.: (212)732-7352
E-mail: dlm@mazarolilaw.com
File. Nos. 9M-1921, 1919, 1939

SCHEDULE A

Subrogated Insurer:	Mannheimer Versicherung A.G.
Insured:	Vallourec & Mannesmann Tubes Corp.
Vessel:	M/V "BBC CHILE"
Quest B/L Nos.:	BBCH5398774RH01, 02, 03, 05, 08, 09, 11 & 14
Dated:	March 26, 2009
Port of Loading:	Rio de Janeiro, Brazil
Port of Discharge:	Houston, Texas
Commodity:	Seamless Steel Tubing and Casing
Claim Amount:	\$13,931.06
V&M File:	VMCR-9022
DLM File:	9MV-1921

SCHEDULE B

Subrogated Insurer:	Mannheimer Versicherung A.G.
Insured:	Vallourec & Mannesmann Tubes Corp.
Vessel:	M/V "BELUGA REVOLUTION"
Quest B/L Nos.:	BBCH5389570RH01, 03, 07 & 04
Dated:	May 26, 2009
Port of Loading:	Rio de Janeiro, Brazil
Port of Discharge:	Houston, Texas
Commodity:	Seamless Steel Casing and Tubing
Claim Amount:	\$3,369.86
V&M File:	VMCR-9035
DLM File:	9MV-1919

SCHEDULE C

Subrogated Insurer:	Mannheimer Versicherung A.G.
Insured:	Vallourec & Mannesmann Tubes Corp.
Vessel:	M/V "BBC ECUADOR"
Quest B/L No.:	BBCH5309753RH02
Dated:	July 28, 2009
Port of Loading:	Rio de Janeiro, Brazil
Port of Discharge:	Houston, Texas
Commodity:	Seamless Steel Casing
Claim Amount:	\$1,638.51
V&M File:	VMCR-9046
DLM File:	9MV-1939